

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: August 18, 2004

Division: County Administrator

Bulk Item: Yes X No       

Department: Fire Rescue

**AGENDA ITEM WORDING:** Approval of a Subgrant Agreement for Equipment for Florida Strategy with Florida Department of Health, Division of Emergency Medical Operations to acquire goods, equipment and supplies for use in training and participation as a State of Florida Regional Response. The County further waives its policy requirement for Monroe County venue and consents to venue being in Leon County.

**ITEM BACKGROUND:** The State of Florida is vulnerable to a wide array of disasters, which includes terrorist acts. In order to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts, the Department has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001, ("the Florida Strategy"), to allow the State of Florida to participate in the program. As a result, the Department of Health, Division of Emergency Medical Operations, has received grant funds from the federal government and has the authority to subgrant these funds to improve the disaster response capabilities of local governments. The Department of Health, Division of Emergency of Medical Operations, has elected to subgrant goods, equipment and supplies (approximate value: \$253,167) to Monroe County Fire Rescue for use in training and participation as a State of Florida Regional Response.

**PREVIOUS RELEVANT BOCC ACTION:** None.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval.

**TOTAL COST:** \$ .00

**BUDGETED:** Yes        No       

**SOURCE OF FUNDS:** Grant

**REVENUE PRODUCING:** Yes        No X **AMOUNT PER MONTH**        **Year**       

**APPROVED BY:** County Atty Yes OMB/Purchasing Yes Risk Management Yes

**FIRE CHIEF APPROVAL:**

  
Clark O. Martin, Jr.

**DIVISION DIRECTOR APPROVAL:**

  
James L. Roberts

**DOCUMENTATION:** Included X To Follow        Not Required       

**DISPOSITION:**        **AGENDA ITEM #** C12

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract #

Contract with: Florida Department of Health Division of Emergency Medical Operations

Effective Date:

Expiration Date: Life of Equipment

Contract Purpose/Description: Goods, equipment and supplies agreement with FDOH, Division of Emergency Medical Operations whereas FDOH grants goods, equipment and supplies to Monroe County Fire Rescue for use in training and participation as a State of Florida Regional Response Asset.

Contract Manager: Susan Hover  
(Name)

6088  
(Ext.)

Fire Rescue  
(Department)

for BOCC meeting on 08/18/04

Agenda Deadline: 08/03/04

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 0.00

Current Year Portion:

Budgeted? Yes ☐ No ☐ Account Codes: - - - - -

Grant: \$ - - - - -

County Match: \$ - - - - -

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ nominal /yr For: Potential reimbursable overtime costs for an out of county deployment.

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

|                   | Date In         | Changes Needed  | Reviewer           | Date Out       |
|-------------------|-----------------|---|--------------------|----------------|
| Division Director | <u>8/3/04</u>   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>8/5/04</u>  |
| Risk Management   | <u>7-26-04</u>  | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>M. Slomka</u>   | <u>7-26-04</u> |
| O.M.B./Purchasing | <u>07/14/04</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7/26/04</u> |
| County Attorney   | <u>7-9-04</u>   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>7/13/04</u> |

Comments: Approval by BOCC requires waiver of policy that venue be in Monroe County.

## **AGREEMENT**

This agreement is entered into by and between the Florida Department of Health with headquarters in Tallahassee, Florida (hereinafter referred to as "Department"), and the Equipment Recipient Monroe County Board of County Commissioners for its Fire Rescue Department with headquarters in Marathon, Florida (hereinafter referred to as the "Recipient").

### **THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:**

- A. WHEREAS, the State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts; and
- B. WHEREAS, the parties desire to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts; and
- C. WHEREAS, the Recipient represents that is fully qualified and eligible to receive these equipments to provide the service identified herein.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

#### **(1) SCOPE OF WORK**

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

#### **(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A.

#### **(3) PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties and continue for the normal operating lifetime or shelf life of said goods and equipment, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement. The condition and/or depletion of equipment will be reported annually as required by the Scope of Work, Attachment A of this Agreement.

**(4) MODIFICATION OF AGREEMENT**

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

**(5) RECORDKEEPING**

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions, " or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subjected to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property Valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work – Attachment A- and all other applicable laws and regulations.

(d) The Recipient, under this Agreement, shall allow access to its records at reasonable times to the Department. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(e) Any additional terms and conditions pertaining to record keeping and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in attachments.

(6) LIABILITY

(a) Unless Recipient is a State agency or subdivision as defined in Section 768.28, *Florida Statutes*, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, *Florida Statutes*, agrees to be fully responsible to the extent provided by Section 768.28, *Florida Statutes*, for its negligent acts or omissions or tortuous acts which results in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a

state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(7) DEFAULT; REMEDIES; TERMINATION**

(a) If the necessary funds are not available to fund this Agreement or if any of the following events occur ("Events of Default"), all obligation on the part of the Department to make any further procurements or payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments of parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the terms of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time and date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been knowingly submitted with substantial information that is incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment A.

(b) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse

of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, *Florida Statutes*, as amended.

(c) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the said goods and equipment to the Department.

(d) In addition to any other remedies, the Recipient shall return to the Department any granted equipment or supplies which were used for ineligible purposes under the program laws, rules and regulations governing the use of the funds under the program.

(e) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient or the Department has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, the Recipient must return all supplies and equipment to the Department within 90 calendar days.

(8) **NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The Department designates Robert Maiden, as the Department Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at:

Robert Maiden  
Florida Department of Health  
Division of Emergency Medical Operations  
4052 Bald Cypress Way Bin A-22  
Tallahassee, Florida 32399-1708  
Telephone: (850) 245-4444 x 2757

(c) The name and addresses of the Representative of the Recipient responsible for the

administration of this Agreement is:

Chief Clark Martin  
Monroe County Fire Rescue  
490 63<sup>rd</sup> Street  
Marathon, Florida 33050  
Telephone: (305) 289-6088  
Fax (305) 289-6336  
Email: [martin-clark@monroecounty-fl.gov](mailto:martin-clark@monroecounty-fl.gov)

(d) In the event that different representatives or addresses are designated by either party after execution of the Agreement, notice of the name, title and addresses of the new representative will be rendered as provided in paragraph 8.a. above.

(9) **OTHER PROVISIONS**

(a) The validity of this Agreement is subjected to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submissions or response to Department request, or in any submissions or response to fulfill the requirements of this Agreement. The lack of accuracy thereof, or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) With respect to any Recipient which is not a local government or state agency, and which received funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not personally debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency;

2. have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any offenses enumerated in paragraph (9)(d)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(10) **AUDIT REQUIREMENTS**

(a) This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 or more in Federal awards in aggregate during its fiscal year, the Recipient must have an audit conducted in accordance with the provisions of OMC Circular A-133, as revised. EXHIBIT 1 to this attachment

indicates Federal funds awarded through the department by this agreement. In determining the Federal award expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal funds from the department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirement of this part.

2. In connection with the audit requirement addressed in Part I, paragraph 1., the Recipients shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditures of Federal awards, a summary schedule of prior audit finding, and corrective action plan.

3. Such audits shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the department shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the department shall be fully disclosed in the audit report with reference to the department agreement involved.

4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the department in effect during the audit period.

5. If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of

OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds (i.e. the cost of such audit must be paid from the Recipient funds obtained from other than Federal entities.)

(b) Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to:

Robert Maiden  
Florida Department of Health  
Division of Emergency Medical Operations  
4052 Bald Cypress Way Bin A-22  
Tallahassee, Florida 32399-1708  
Telephone: (850) 245-4444 x 2757

(c) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(d) Any reports, management letter, attestations, or other information are required to be submitted within 45 days after delivery of the audit report but no later than 12 months of the Recipient's fiscal year end (or as otherwise allowed by Florida Statutes) for Local Governmental Entities or whichever occurs first. Non-Profit and For-Profit Organizations are required to be submitted within 45 days after delivery of the audit report but no later than 9 months of the Recipient's fiscal year end (or as otherwise allowed by Florida Statutes). Other submissions should be timely in accordance with OMB Circular A-133 or Florida Statutes, as applicable.

(e) The Recipient shall retain records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued or

until resolution of audit findings or litigation related to the terms and conditions of this agreement. and shall allow the Department of Health or its designee, access to such records upon request. The Recipient shall ensure that audit working papers are made available to the department upon request for a period of five years from the date the audit report is issued, unless extending in writing by the department.

(11) **TERMS AND CONDITIONS**

The Agreement contains all the terms and conditions agreed upon by the parties

(12) **ATTACHMENTS**

(a) All attachments to this Agreement are incorporated as set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Scope of Work and Equipment List

(13) **FUNDING/CONSIDERATION**

This is a goods, equipment and supplies Agreement. The Department will grant to the Recipient certain equipment and supplies, as described in attachment "A" of this agreement, in order to fulfill the purposes of the Florida Strategy.

(14) **STANDARD CONDITIONS**

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, *Florida Statutes*, or the Florida Constitution.

(b) All bills for fees or other compensation for services or expenses shall be submitted in

detail sufficient for a proper pre-audit and post-audit thereof.

(c) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, *Florida Statutes*.

(d) The Department reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the Recipient in conjunction with this Agreement.

(e) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(15) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient shall retain ownership and control over the placement, administration and maintenance of all equipment.

(16) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(17) RECEIVING AND INSPECTION CONTACT

All goods and equipment provided under this agreement will be shipped

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their

undersigned officials as duly authorized.

**For the DEPARTMENT**

FLORIDA DEPARTMENT OF HEALTH,  
DIVISION OF EMERGENCY MEDICAL  
OPERATIONS

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAMAS # \_\_\_\_\_

FEID # \_\_\_\_\_

**For the Recipient**

MONROE COUNTY BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_

Mayor

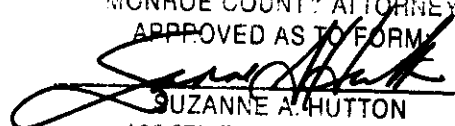
(SEAL)

Attest: Danny L. Kolhage, Clerk

BY: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 7/13/04

## EXHIBIT - 1

### FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**NOTE:** *If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program: 2002-04 United States Department of Justice, Office of Justice Programs, State Domestic Preparedness Program  
CFDA: 16.007  
Equipment Value: \$253,166.60

### COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**NOTE:** *If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

#### Federal Program:

Department of Justice Domestic Preparedness Equipment Grant must be used to purchase equipment for use in Domestic Preparedness of the Department of Justice Authorized Equipment List.

### STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Chemical, Biological and Radiological Detection Equipment, Personal Protective Equipment, Decontamination Equipment, and Communications Equipment.

### MATCHING RESOURCES FOR FEDERAL PROGRAMS:

None

### SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

### COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## **ATTACHMENT A**

### **SCOPE OF WORK**

If applicable to the Recipient, this agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and participation as a State of Florida Regional Response Asset.

The Recipient shall maintain ownership (limited by Paragraph 4 below) of said goods and equipment, in a satisfactory operational condition, provided to it under this agreement (see Equipment List below) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The Recipient shall replace and potentially be reimbursed through local, state, or federal reimbursement processes or agreements for, all goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan. The Recipient will be given preference with respect to access to additional funding that may allow for equipment maintenance, replacement or repair, as well as training and exercises. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Terrorism Strategy" or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

1. Upon notification by the Department, the Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy," ensure that each agency with which the equipment is placed responds to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this Agreement remains in effect. Prior to requesting a response, the Department will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.
2. The equipment is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency within two (2) hours of a request for said deployment.
3. During the term of this agreement, the Recipient shall ensure that each agency with which the equipment is placed shall participate in not less than three (3) regional training events per year, and in not less than one (1) regional exercise or terrorist event simulation per year as directed by the Department.
4. The Recipient shall notify the Department one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy. The Recipient shall notify the Department when the equipment has been expended.
5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the Department.